

To: Members
Dunwoody City Council

From: J. Jay Vinicki
Assistant City Manager

Re: American Rescue Plan Grant Remaining Funding

Date: 13 January 2025

Action

Authorize the city manager or designee to sign and contracts necessary and proper to expend funding with the Community Assistance Center (\$12,500) and Summit Counseling (\$12,500) using remaining funding by March 31, 2025.

Summary

The Dunwoody City Council appropriated \$2,000,000 of funding indirectly through the ARP for direct assistance programs. The city released a Request for Qualifications (RFQ) in June 2022, asking not-for-profit agencies to submit information to show that they are qualified to receive this funding.

All funding for those contracts was distributed by December 31, 2024, with the exception of \$25,000 of the \$50,000 awarded to the Dunwoody Nature Center. There were issues with getting transportation to and from their location and returned remaining funding at the end of the contract. Staff reviewed other existing contracts and recommends, based on both record keeping by the agencies and current ability to expending funding expediently, that this funding be allocated in new contracts to Summit Counseling and the Community Assistance Center with \$12,500 to each to be spent by March 31, 2025. All grants will then be closed out.

Recommendation

Authorize the city manager or designee to sign and contracts necessary and proper to expend funding with the Community Assistance Center (\$12,500) and Summit Counseling (\$12,500) using remaining funding by March 31, 2025.

City of Dunwoody
American Rescue Plan
Direct Assistance Program – **2025 Allotment**

Contract between the City of Dunwoody and **The Summit Counseling Center**

I. Introduction

On this date, _____, this contract ("contract" or "Agreement") is entered into between the City of Dunwoody ("City") and **The Summit Counseling Center** ("Agency") listed below, a not-for-profit corporation established under the laws of the State of Georgia.

**The Summit Counseling Center
2750 Old Alabama Rd, Suite 200
Johns Creek GA**

Mailing Address:
Same as Above

II. Purpose and Overview

- a. The City has found that during the COVID pandemic a great number of individuals in the area suffered physically, emotionally, academically, and / or financially; therefore, the City desired to create a funding mechanism to address their needs and the need of the greater community using federal funding intended for that purpose. With that in mind, the City turned to the American Rescue Plan (ARP) to create a program which would have immediate impact in the area for the greater good.
- b. The City plans to use American Rescue Plan funding which it has accepted under the standard allowance for revenue loss and transferred into a fund called American Rescue Plan 2 (ARP 2) to provide certain services to address the issues mentioned above.
- c. The City is contracting with the Agency to use ARP 2 funding for the purposes outlined in Appendix A – Scope of Services. City staff will be allowed to interpret this scope of services liberally to accomplish the intent of the Dunwoody City Council in appropriating this funding, consistent with the purposes of the American Rescue Plan Act. The city manager or designee may approve proposed changes within the scope during the contract, however the city manager or designee may not increase the amount of total funding allotted, nor extend the period of the contract.
- d. This contract expires on March 31, 2025.
- e. Upon request by the City staff, Agency shall provide supporting documentation to verify that the funding provided under this Agreement was spent in compliance with the Scope of Services. The City may withhold funding under this Agreement if the Agency denies repeated requests for such information.

- f. City staff is authorized to give written notice to the Agency at any time should staff feel the Agency is not complying with this Agreement. The Agency will then have ten days to give a written corrective action plan acceptable to City staff. Failure to do so is ground for termination of the Agreement.
- g. Termination of this Agreement for reasons of non-compliance may be recommended by City staff to be brought before the Dunwoody City Council for termination, by majority vote of the City Council.
- h. Any funding spent not in compliance with this Agreement or not provable to be spent in compliance with this Agreement will be required to be returned to the City within thirty days of the termination or conclusion of the Agreement.

III. Assurances

By accepting these funds, the Agency agrees to comply with the following terms and conditions:

- a. The Agency will use this funding only for items indicated in the scope of services or any amended scope of services.
- b. The Agency will provide documentation that proves the funding was spent on the scope of services or any amended scope of services.
- c. The Agency may redact personal information from documentation (e.g. identifiers of clients who received mental health services); however, upon request by City staff the Agency shall supply an affidavit verifying the nature of redacted information or delivery of services (e.g., the client resided in Dunwoody, an event was held, etc.).
- d. The Agency will ensure that all major purchases of capital assets are done through a competitive process.
- e. The Agency will maintain records for five years after completion of the Agreement.
- f. The Agency will comply with all federal, state, and local laws concerning this Agreement.

IV. Indemnity

The Agency agrees to defend, indemnify and hold harmless the City, its officers, employees and agents, to the extent allowed by applicable law, from and against any and all third party claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) to the extent they arise out the operation of the program which is the subject matter of this Agreement.

V. Immunity.

Nothing contained in this Agreement, shall constitute a waiver of any government immunity(ies) the City of Dunwoody may have under federal, state, local or any other law.

VI. Assignment.

The Agency shall not assign this contract without the prior express written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment by the Agency without the prior express written approval of the City shall at the City's sole option terminate this this contract without any notice to the Agency of such termination.

City of Dunwoody, Georgia

By: _____
City Manager or Designee Date

Attest: _____
Sharon Lowery, City Clerk Date

Approved as to Form: _____
City of Dunwoody Staff Attorney Date

Agency: _____

By: _____
Signature Date

Printed Name

Attest: _____
Signature Date

Printed Name

Appendix A – Scope of Services Summit Counseling

To ensure that residents in the Dunwoody who need access to mental health services but may not be able to afford can access them, the City will pay **Summit Counseling** \$12,500 to offer free and subsidized sessions to those determined in need. The mechanics of the funding will be as follows:

1. The general intent of the funding is to provide direct funding to Summit Counseling so that the Agency may reduce or eliminate the cost of counseling sessions to Dunwoody residents who cannot afford them at full price.
2. All individuals who receive this assistance must be residents of the City of Dunwoody at the time of the assistance or part of the Dunwoody school cluster. In supporting documentation, the Agency may redact direct client identifiers, but will need to attest that they verified residency at time of service. The city manager or designee may determine in conjunction with the Agency the method to determine eligibility concerning income levels. The program is intended to give free or reduced cost services based on income.
3. In exchange for this funding, the Agency shall show proof that this funding is being used. The Agency should submit proof of these activities or progress towards by March 15, 2025. Failure to comply with this requirement may be considered non-compliance with the intent of the funding and require the Agency to pay the City back any and/or all the funding. This determination may be made at the discretion of the city manager or designee.
4. Upon execution of this contract by both parties, the City may send funds of \$12,500 to the agency.

City of Dunwoody
American Rescue Plan
Direct Assistance Program – **2025 Allotment**

Contract between the City of Dunwoody and **Community Assistance Center**

I. Introduction

On this date, _____, this contract ("contract" or "Agreement") is entered into between the City of Dunwoody ("City") and **Community Assistance Center** ("Agency") listed below, a not-for-profit corporation established under the laws of the State of Georgia.

**Community Assistance Center
5 Dunwoody Park S
Suite 113
Dunwoody, GA 30338**

**Mailing Address:
PO Box 501298
Atlanta, GA 31150-1298**

II. Purpose and Overview

- a. The City has found that during the COVID pandemic a great number of individuals in the area suffered physically, emotionally, academically, and / or financially; therefore, the City desired to create a funding mechanism to address their needs and the need of the greater community using federal funding intended for that purpose. With that in mind, the City turned to the American Rescue Plan (ARP) to create a program which would have immediate impact in the area for the greater good.
- b. The City plans to use American Rescue Plan funding which it has accepted under the standard allowance for revenue loss and transferred into a fund called American Rescue Plan 2 (ARP 2) to provide certain services to address the issues mentioned above.
- c. The City is contracting with the Agency to use ARP 2 funding for the purposes outlined in Appendix A – Scope of Services. City staff will be allowed to interpret this scope of services liberally to accomplish the intent of the Dunwoody City Council in appropriating this funding, consistent with the purposes of the American Rescue Plan Act. The city manager or designee may approve proposed changes within the scope during the contract, however the city manager or designee may not increase the amount of total funding allotted, nor extend the period of the contract.
- d. This contract expires on March 31, 2025.
- e. Upon request by the City staff, Agency shall provide supporting documentation to verify that the funding provided under this Agreement was spent in compliance

with the Scope of Services. The City may withhold funding under this Agreement if the Agency denies repeated requests for such information.

- f. City staff is authorized to give written notice to the Agency at any time should staff feel the Agency is not complying with this Agreement. The Agency will then have ten days to give a written corrective action plan acceptable to City staff. Failure to do so is ground for termination of the Agreement.
- g. Termination of this Agreement for reasons of non-compliance may be recommended by City staff to be brought before the Dunwoody City Council for termination, by majority vote of the City Council.
- h. Any funding spent not in compliance with this Agreement or not provable to be spent in compliance with this Agreement will be required to be returned to the City within thirty days of the termination or conclusion of the Agreement.

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By accepting these funds, the Agency agrees to comply with the following terms and conditions:

- a. The Agency will use this funding only for items indicated in the scope of services or any amended scope of services.
- b. The Agency will provide documentation that proves the funding was spent on the scope of services or any amended scope of services.
- c. The Agency may redact personal information from documentation (e.g. identifiers of clients who received mental health services); however, upon request by City staff the Agency shall supply an affidavit verifying the nature of redacted information or delivery of services (e.g., the client resided in Dunwoody, an event was held, etc.).
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Nothing contained in this Agreement, shall constitute a waiver of any government immunity(ies) the City of Dunwoody may have under federal, state, local or any other law.

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City of Dunwoody, Georgia

By: _____
City Manager or Designee Date

Attest: _____
Sharon Lowery, City Clerk Date

Approved as to Form: _____
City of Dunwoody Staff Attorney Date

Agency: _____

By: _____
Signature Date

Printed Name

Attest: _____
Signature Date

Printed Name

Appendix A – Scope of Services Community Assistance Center

To ensure that residents of Dunwoody who were disenfranchised through the COVID pandemic receive needed services the City will pay **Community Assistance Center** \$12,500 for provision of service to those determined in need. The mechanics of the funding will be as follows:

1. The general intent of the funding is to provide direct financial assistance to individuals and families in Dunwoody through the Agency for items such as rent, utilities, temporary housing, case management, and equipment and supplies for the food pantry. This scope includes services to residents that utilize the Dunwoody school cluster.
2. All individuals who receive this assistance must be residents of the City of Dunwoody or the school cluster at the time of the assistance. In supporting documentation, the Agency may redact direct client identifiers, but will need to attest that they verified residency at time of service. The city manager or designee may determine in conjunction with the Agency the method to determine eligibility concerning income levels. The program is intended to give free or reduced cost services based on income.
3. In exchange for this funding, the Agency shall show proof that this funding is being used. The Agency should submit proof of these activities or progress towards by March 15, 2025. Failure to comply with this requirement may be considered non-compliance with the intent of the funding and require the Agency to pay the City back any and/or all the funding. This determination may be made at the discretion of the city manager or designee.
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